

Munich, March 2, 2010

**Prospective Offeror**

Solicitation Number: SGM-600-10-Q-308

Dear Prospective Quoter:

The Consulate of the United States of America in Munich invites you to submit a quotation for miscellaneous Flooring Services, for the Office Building and Housing area managed by the U.S. Government.

Submit your quotation in a sealed envelope marked "Proposal SGM-600-10-Q-308 Enclosed" to the:

American Consulate General  
Procurement  
Koeniginstr. 5  
80539 Munich

on or before March 19, 2010 at 14:00. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. Standard Form "SF-1449"
2. Section 1 pricing;
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 3.

Direct any questions regarding this solicitation to John Nixon, Procurement Agent by letter or e-Mail ([nixonjd2@state.gov](mailto:nixonjd2@state.gov)).

Sincerely,

Marlene M. Menard  
Contracting Officer

# SOLICITATION DOCUMENT

Due by: March 26<sup>th</sup>, 2010, 14:00



American Consulate General Munich,  
Flooring Services

**Request for Quotation**  
**No. SGM-600-10-Q-308**

American Consulate General  
General Services Office  
Königinstr. 5  
80539 München

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SGM-600-10-Q-308	6. SOLICITATION ISSUE DATE 03/01/2010	
<b>7. FOR SOLICITATION INFORMATION CALL</b>	a. NAME John Nixon, Procurement Agent		b. TELEPHONE NUMBER(No collect calls) 089 2888 679	8. OFFER DUE DATE/ LOCAL TIME 03/26/10, 14:00	
9. ISSUED BY American Consulate General Koeniginstr. 5 80539 Munich		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15. DELIVER TO Office Building AmConGen Munich Housing area		CODE	16. ADMINISTERED BY  CODE		
17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  CODE		
TELEPHONE NO.			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		
			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
1	Flooring Services as laid out in Section 1 – The Schedule 1. Scope of Services  - Base Period: Total estimated amount - Option year one: Total estimated amount - Option year two: Total estimated amount  (Use Reverse and/or Attach Additional Sheets as Necessary)				As per Section 1 – The Schedule
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV 4/2002)

## SECTION 1 - THE SCHEDULE

### CONTINUATION TO SF-1449, RFQ NUMBER SGM-600-10-Q-308 PRICES, BLOCK 23

#### 1. SCOPE OF SERVICES

- A. The contractor shall furnish flooring services, and related services for the Office Building American Consulate General, Munich, and Government Housing, Germany in accordance with Attachment A.
- B. The Government will order all work by issuing delivery orders.
- C. This is an indefinite-delivery indefinite-quantity type contract under which may be placed firm-fixed price delivery orders.

#### 2. CONTRACT PRICE - GENERAL

- A. The Contractor shall complete all work, including furnishing all labor, material, equipment and services, required under this contract, for flooring services. This price listed below shall include all labor, materials, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement) and profit.
- B. All prices are in local currency and the Government will make payment in local currency.

#### 3. PRICING - BASE PERIOD: May 01, 2010 – April 30, 2011

Option Term: Twelve (12) Months

- A. The Contractor shall provide the services shown below for the base period of the contract. The fixed unit prices, estimated quantities, and ceiling for each category are:

Contract Line Item Number	Description of Service	Unit	Unit Price	Estimated Quantity	Est. Total
001	removal of old flooring e.g. carpet, linoleum	sqm	€_____	100 sqm	€_____

Contract Line Item Number	Description of Service	Unit	Unit Price	Estimated Quantity	Est. Total
002	disposal of old flooring e.g. carpet, linoleum,	sqm	€_____	100 sqm	€_____
003	removal of old adhesive	sqm	€_____	100 sqm	€_____
004	grounding (incl. Dispersion- hardening base-coat)	sqm	€_____	100 sqm	€_____
005	smoothing/leveling out (incl. spattle)	sqm	€_____	50 sqm	€_____
006 a	Delivery & Installation of carpet tiles for AmConGen Office Building: InterfaceFLOR, Heuga 580 Style-No.: 6058000005 Please see specific Product Data in Attachment A, Price for Carpet must not exceed €45,- sqm	sqm	€_____	200 sqm	€_____
006 a.1	Delivery & Installation of sockets (plastic With carpet inlay)	per m	€_____	200m	€_____
006 b	Delivery & Installation of carpet for Government Housing as per individual requirement. Price for Carpet must not exceed €16,- sqm.	sqm	€_____	200sqm	€_____
006 b.1	Delivery & Installation of sockets for Government Housing as per individual requirement.	per m	€_____	200 m	€_____
006 c	Delivery & installation of other flooring for AmConGen Office Building as per individual requirement. Price for Carpet must not exceed €45,- sqm	per sqm.	€_____	100sqm	€_____
006 c.1	Delivery & Installation of sockets for AmConGen Office Building as per individual requirement,	per m	€_____	100m	€_____
007	Delivery and installation of rails	per rail	€_____	10 rails	€_____
008	Sanding of hardwood Floors	sqm	€_____	100 sqm	€_____

009	removal, sanding, sealing, reinstallation of hardwood sockets	per m	€_____	100 m	€_____
010	filling of gaps on hardwood floor	sqm	€_____	50 sqm	€_____
011	sealing/final coat of hardwood floor	sqm	€_____	100 sqm	€_____

**Total Estimated Amount Base period** €\_\_\_\_\_

**sqm = square meter, m = meter**

**NOTE:** All estimated quantities are for cost evaluation purposes only and do not reflect an actual order amount.

**B. Contract Minimum And Maximum Amounts**

**1. Contract Minimum**

During the contract period, the Government shall place orders for a minimum of Euro 2000,00 including applicable VAT. This is the contract minimum for this period of performance.

**2. Contract Maximum**

During the contract period, the amount of all orders shall not exceed Euro 60,500.00 including applicable VAT. This is the contract maximum for this period of performance.

**4. PRICING – OPTION YEAR ONE: May 1, 2011 – April 30, 2012**

Option Term: Twelve (12) Months

- A. The Contractor shall provide the services shown below for the 1<sup>st</sup> option Year of the contract. The fixed unit prices, estimated quantities, and ceiling for each category are:

Contract Line Item Number	Description of Service	Unit	Unit Price	Estimated Quantity	Est. Total
001	removal of old flooring e.g. carpet, linoleum	sqm	€_____	100 sqm	€_____

Contract Line Item Number	Description of Service	Unit	Unit Price	Estimated Quantity	Est. Total
002	disposal of old flooring e.g. carpet, linoleum,	sqm	€_____	100 sqm	€_____
003	removal of old adhesive	sqm	€_____	100 sqm	€_____
004	grounding (incl. Dispersion- hardening base-coat)	sqm	€_____	100 sqm	€_____
005	smoothing/leveling out (incl. spattle)	sqm	€_____	50 sqm	€_____
006 a	Delivery & Installation of carpet tiles for AmConGen Office Building: InterfaceFLOR, Heuga 580 Style-No.: 6058000005 Please see specific Product Data in Attachment A, Price for Carpet must not exceed €45,- sqm	sqm	€_____	200 sqm	€_____
006 a.1	Delivery & Installation of sockets (plastic With carpet inlay)	per m	€_____	200m	€_____
006 b	Delivery & Installation of carpet for Government Housing as per individual requirement. Price for Carpet must not exceed €16,- sqm.	sqm	€_____	200sqm	€_____
006 b.1	Delivery & Installation of sockets for Government Housing as per individual requirement.	per m	€_____	200 m	€_____
006 c	Delivery & installation of other flooring for AmConGen Office Building as per individual requirement. Price for Carpet must not exceed €45,- sqm	per sqm.	€_____	100sqm	€_____
006 c.1	Delivery & Installation of sockets for AmConGen Office Building as per individual requirement,	per m	€_____	100m	€_____
007	Delivery and installation of rails	per rail	€_____	10 rails	€_____
008	Sanding of hardwood Floors	sqm	€_____	100 sqm	€_____



009	removal, sanding, sealing, reinstallation of hardwood sockets	per m	€_____	100 m	€_____
010	filling of gaps on hardwood floor	sqm	€_____	50 sqm	€_____
011	sealing/final coat of hardwood floor	sqm	€_____	100 sqm	€_____

**Total Estimated Amount 1<sup>st</sup> Option Year €\_\_\_\_\_**

**sqm = square meter, m = meter**

**NOTE:** All estimated quantities are for cost evaluation purposes only and do not reflect an actual order amount.

**B. Contract Minimum And Maximum Amounts**

**1. Contract Minimum**

During the contract period, the Government shall place orders for a minimum of Euro 2000,00 including applicable VAT. This is the contract minimum for this period of performance.

**2. Contract Maximum**

During the contract period, the amount of all orders shall not exceed Euro 60,500.00 including applicable VAT. This is the contract maximum for this period of performance.

**5. PRICING – OPTION YEAR TWO: May 01, 2012 – April 30, 2013**

Option Term: Twelve (12) Months

- A. The Contractor shall provide the services shown below for the 2<sup>nd</sup> Option Year of the contract. The fixed unit prices, estimated quantities, and ceiling for each category are:

Contract Line Item Number	Description of Service	Unit	Unit Price	Estimated Quantity	Est. Total
001	removal of old flooring e.g. carpet, linoleum	sqm	€_____	100 sqm	€_____

Contract Line Item Number	Description of Service	Unit	Unit Price	Estimated Quantity	Est. Total
002	disposal of old flooring e.g. carpet, linoleum,	sqm	€_____	100 sqm	€_____
003	removal of old adhesive	sqm	€_____	100 sqm	€_____
004	grounding (incl. Dispersion- hardening base-coat)	sqm	€_____	100 sqm	€_____
005	smoothing/leveling out (incl. spattle)	sqm	€_____	50 sqm	€_____
006 a	Delivery & Installation of carpet tiles for AmConGen Office Building: InterfaceFLOR, Heuga 580 Style-No.: 6058000005 Please see specific Product Data in Attachment A, Price for Carpet must not exceed €45,- sqm	sqm	€_____	200 sqm	€_____
006 a.1	Delivery & Installation of sockets (plastic With carpet inlay)	per m	€_____	200m	€_____
006 b	Delivery & Installation of carpet for Government Housing as per individual requirement. Price for Carpet must not exceed €16,- sqm.	sqm	€_____	200sqm	€_____
006 b.1	Delivery & Installation of sockets for Government Housing as per individual requirement.	per m	€_____	200 m	€_____
006 c	Delivery & installation of other flooring for AmConGen Office Building as per individual requirement. Price for Carpet must not exceed €45,- sqm	per sqm.	€_____	100sqm	€_____
006 c.1	Delivery & Installation of sockets for AmConGen Office Building as per individual requirement,	per m	€_____	100m	€_____
007	Delivery and installation of rails	per rail	€_____	10 rails	€_____
008	Sanding of hardwood Floors	sqm	€_____	100 sqm	€_____

009	removal, sanding, sealing, reinstallation of hardwood sockets	per m	€_____	100 m	€_____
010	filling of gaps on hardwood floor	sqm	€_____	50 sqm	€_____
011	sealing/final coat of hardwood floor	sqm	€_____	100 sqm	€_____

**Total Estimated Amount Second Option Year** €\_\_\_\_\_

**sqm = square meter,**

**m = meter**

**NOTE:** All estimated quantities are for cost evaluation purposes only and do not reflect an actual order amount.

**B. Contract Minimum And Maximum Amounts**

**1. Contract Minimum**

During the contract period, the Government shall place orders for a minimum of Euro 2000,00 including applicable VAT. This is the contract minimum for this period of performance.

**2. Contract Maximum**

During the contract period, the amount of all orders shall not exceed Euro 60,500.00 including applicable VAT. This is the contract maximum for this period of performance.

**C. Grand Total Estimated Contract Amount**

Base Period: \_\_\_\_\_

First Option Year: \_\_\_\_\_

Second Option Year: \_\_\_\_\_

**GRAND TOTAL:** \_\_\_\_\_

**8. RESERVED**

**9. EFFECTIVE ORDERING PERIOD**

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

- A. The effective ordering period under this contract starts on date shown in the Notice to Proceed and continues for twelve months.
- B. The Government may extend this contract under FAR 52.217-9, "Option to Extend the Term of the Contract" and 52.217-8, "Option to Extend Services".

10. COMPLETION DATES UNDER TASK ORDERS

A. The Contractor shall have a minimum of 5 days in order to commence work under each task order issued.

B. The following are minimum completion times that will be included in individual task orders, dependent upon the type and amount of work to be done:

Flooring Services, up to 100 square meters – five days  
Flooring Services, 101 to 300 square meters – eight days

11. ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, this acceptance shall be binding on the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision by the Government shall not:

- (1) extend the completion date or obligate the Government to do so;
- (2) constitute acceptance or approval of any delay, or;
- (3) excuse or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

12. WORKING HOURS

The Contractor shall perform all work during Mondays through Fridays except for the holidays identified in Section I, DOSAR 652.237-82, "Observance of Legal Holidays and Administrative Leave." The Contracting Officer may approve other hours, if the Contractor gives at least 24 hours advance notice. Contractor initiated changes in work hours will not be a cause for a price increase.

13. TASK ORDERS

- A. General. The Government will order all services under this contract on a Delivery/Task Order Form DS 2076 (Attachment A), issued by the Contracting Officer, as the need arises.
- B. Content Task orders shall include:

Date of order  
Contract number  
Task Order number  
Location of property  
Amount of work (square meters or linear meters)  
Required completion date

C. Procedures

1. Before issuing a task order, the Government may issue a written request for quotation that includes the work to be performed and the required completion date. The Contractor shall respond to that request for quotation in writing within three working days to the following address:

American Consulate General  
Procurement  
Koeniginstr. 5  
80539 Muenchen

Alternatively, the Government may simply issue a firm-fixed price task order, if it has the measurements of the work to be performed.

2. If requested to submit a firm-fixed price quotation for a task order, the Contractor shall compute a price for the required work by multiplying the unit prices in Section B by the amount of work required.

14. SELECTION OF AWARDEE FOR INDIVIDUAL TASK ORDERS

- A. If more than one Contractor receives an award for these services, the following procedures shall govern the issuance of individual task orders. The Contractor shall perform no work without a task order issued by the Contracting Officer.
- B. As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$3000, the Government will follow the procedures in paragraph C. below. If the estimate exceeds US\$3000, the Government will follow the procedures in paragraph D. below.
- C. Orders not exceeding US\$3000.- The Government will select a Contractor for the task order. This decision will be based on the Government's best interests, which may include factors such as estimated price; past performance record; need to meet contractual minimums; or desire to avoid exceeding task order limitations set forth in Section I, FAR 52.216-19, "Order Limitations".
- D. Orders exceeding US\$3000.-

1. Unless one of the exceptions in paragraph E. below applies, the Government will make its award selection based on the prices in the contract and past performance information gained as a result of Contractor performance under this contract.
2. Selection of Contractors shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the contract. The Department of State has an Acquisition Ombudsman who will review complaints by Contractors to ensure that all Contractors are afforded a fair opportunity to be considered for these task orders under the terms of this contract.

E. Exceptions to the procedures in paragraph D. above:

1. The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
2. It is necessary to place an order to satisfy a minimum guarantee.

# 15. DELIVERABLES

The Contractor shall delivery the following items under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to</u>
Insurance	1	10 days after award	Contracting Officer
Safety Plan	1	10 days after award	COR
List of Personnel	1	2 days after award	COR
Construction Schedule	1	identified in each Delivery order	COR
Payment Request	1	completion of each Delivery order	COR

# 16. INSURANCE

A. Amount of Insurance

The Contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in US Dollars:

Per Occurrence	\$ 500.000,00
Cumulative	\$ 1.000.000,00

2. Property Damage on or off the site in US Dollars:

Per Occurrence	\$ 500.000,00
Cumulative	\$ 1.000.000,00

The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incidental to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

B. Government as Additional Insured

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

C. Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

D. Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

17. LANGUAGE PROFICIENCY

The project manager assigned by the Contractor to superintend the work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

18. LAWS AND REGULATIONS

A. Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

B. Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

C. Evidence of Compliance

The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

19. SAFETY – ACCIDENT PREVENTION

A. General. The Contractor shall provide and maintain work environments and procedures that will:



- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
- (2) avoid interruptions of Government operations and delays in project completion dates; and
- (3) control costs in the performance of this contract. For these purposes, the Contractor shall:
  - (a) Provide appropriate safety barricades, signs and signal lights;
  - (b) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
  - (c) Take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.

B. Records. The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:

- (1) death,
- (2) traumatic injury,
- (3) occupational disease, or
- (4) damage to or theft or loss of property, materials, supplies, or equipment.

The Contractor shall report this data as directed by the Contracting Officer.

- C. Subcontracts. The contractor shall be responsible for its subcontractors' compliance with this clause.
- D. Written Program. Before starting the work, the Contractor shall:
- (1) Submit a written proposal for implementing this clause; and
  - (2) Meet with the Contracting Officer to discuss and develop a mutual understanding of the overall safety program.
- E. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. The Contractor shall immediately take corrective action after receiving the notice. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule for any suspension of work issued under this clause.

## 20. CONSTRUCTION PERSONNEL

A. Removal of Personnel

The Contractor shall:

- (1) Maintain discipline at the site and at all times;
- (2) Take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (3) Take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer determines:

- (1) incompetent,
- (2) careless,
- (3) insubordinate or
- (4) otherwise objectionable, or
- (5) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

B. Construction Personnel Security

After award of the contract, the Consulate will issue Forms for Security Clearance that need to be filled out by their workers and supervisors assigned to this project completely with all necessary information and provided to the Regional Security Office of the Consulate with a readable copy of a personal ID. The Government will run background checks on these individuals. It is anticipated that security checks will take approx. 30 days days to perform.

- 4.2 The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

## 21. MATERIALS AND EQUIPMENT

A. General. The Contractor shall provide all necessary supplies and equipment, to perform the work. No materials will be furnished by the Government.

### B. Selection and Approval of Materials

1. Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.
2. Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:
  - (a) the names of the manufacturer;
  - (b) model number;
  - (c) source of procurement of each such product, material or equipment; and
  - (d) other pertinent information concerning the:
    - (i) nature,
    - (ii) appearance,
    - (iii) dimensions,
    - (iv) performance,
    - (v) capacity, and
    - (vi) rating

unless otherwise required by the Contracting Officer.

3. The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

### C. Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly

mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

22. WARRANTIES

Under FAR 52.212-4, Contract Terms and Conditions-Commercial Items, the Contractor warrants items and services provided. The Contractor shall obtain and furnish to the Government all information that is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

23. PAYMENT

The Contractor shall submit invoices as instructed by FAR 52.212-4(g). The Government will make payment for all work under an individual task order in a lump sum for all completed and accepted work.

24. VALUE ADDED TAX (VAT)

The Contractor shall show VAT as a separate charge on invoices submitted.

**CONTINUATION TO SF-1449, RFQ NUMBER SGM-600-07-Q-301**  
**SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

1. APPLICABLE FLOORING STANDARDS/FLOORING SPECIFICATIONS

Flooring and preparatory work shall follow regular DIN norms. Material used shall be in accordance with all applicable local codes and safety requirements. Colors, pattern and quality will be specified on task orders.

2. PREPARATION/PROTECTION OF WORK AREA

Consulate Property employees will remove all furniture/equipment from the rooms so the Contractor can perform his work.

Flooring shall not disturb or damage any fixed property (including sockets or windows). The Contractor shall move, protect and return such property to its original position upon completion of work in that area.

The Contractor shall first remove or protect furnishings (such as furniture and rugs) by appropriate covering. The Contractor shall also equip ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor in any way soils the floors or walls, the Contractor shall clean up using a specialist company at the Contractor's expense. The Contractor shall clean the work area free of litter and debris after completion of work.

3. UTILITIES

The Government cannot ensure that utilities will be available at all properties at all times. The Contractor shall have an alternate source of power (generator) available if needed to ensure that flooring will be applied following the manufacturer's specifications. The Contractor shall not adjust the heating or air conditioning controls in properties with utilities turned on to maintain temperature. The Contractor shall have its own source of water available for clean up if water has been turned off in the property for winterization of the plumbing system.

4. EQUIPMENT

The Contractor shall provide all necessary flooring supplies and equipment to perform the work. The Government will not furnish any materials.

## 5. TECHNICAL SPECIFICATIONS FOR FLOORING WORK

### 1. Interior flooring

Floor surfaces as directed by the task order. Match flooring to similar adjacent materials or surfaces.

- (a) Flooring: This category includes hardwood, carpets, carpet tiles, PVC and other flooring
- (b) Product Data: The Contractor shall submit manufacturer's technical information, label analysis, and application instructions to the COR for each flooring material proposed for use, prior to starting work. The Contractor shall list each material and cross-reference specific coating and finish system and application as an attachment to the above submittal. The Contractor shall identify each material by the manufacturer's catalog number and general classification.
- (c) Single Source Responsibility: The Contractor shall provide flooring produced by the same manufacturer as the already installed.
- (d) Material Quality: The Contractor shall provide the manufacturer's best quality trade sale type material. Any material not displaying manufacturer's product identification is not acceptable.
- (e) Material Delivery: The Contractor shall deliver materials to the job site in manufacturer's original, unopened packages and the containers shall bear the manufacturer's name and label with trade name and manufacturer's instructions.
- (f) Material Storage: The Contractor shall store materials not in use in a well ventilated area. The Contractor shall protect materials from smudge and keep storage area neat and orderly. Contractor shall remove oily rags and waste daily.
- (g) Project Conditions: The Contractor shall not apply flooring to damp or wet surfaces. The Contractor shall apply flooring only in temperatures that comply with the manufacturer's specifications.
- (h) Preliminary Examination: The Contractor shall examine substrates and conditions under which flooring will be performed for compliance with requirements and shall not begin application until unsatisfactory conditions have been corrected.

### Preparation:

- (i) The Contractor shall provide protection, prior to surface preparation, sockets and flooring.
- (ii) The Contractor shall clean and prepare surfaces following the manufacturer's instructions before flooring. This preparation includes removal of oil, dust, loose rust, mildew, peeling paint

or other contamination to ensure good adhesion. In some cases, the Contractor may be requested to remove all existing coats of flooring if prior application is showing signs of improper adhesion, such as peeling, chipping, etc. All surfaces must be clean and dry. The Contractor shall schedule cleaning so dust and other contaminants will not fall on newly floored surfaces.

(iii) The Contractor shall notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required.

(j) Materials Preparation: The Contractor shall prepare material(s) following the manufacturer's directions.

(k) Application: The Contractor shall apply flooring following the manufacturer's directions. Use applicators and techniques best suited for material being applied. Do not floor over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of durable flooring.

(i) The Contractor shall provide samples of the color and sample of the type/quality of material before actual flooring date is scheduled.

(ii) (RESERVED)

(iii) (RESERVED).

(iv) The Contractor shall not apply succeeding coats until previous coat has cured. The Contractor shall sand between applications where required to produce a smooth, even surface.

(v) The Contractor shall apply additional flooring, until flooring is of uniform finish, color, and appearance.

(l) Scheduling flooring: The Contractor shall apply the first flooring to surfaces that have been cleaned, pretreated or otherwise prepared for flooring as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying.

(m) (RESERVED)

(n) (RESERVED)

(o) (RESERVED)


(p) Mechanical Applications: The Contractor shall use mechanical methods for floor application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.

(q) Upon completion of painting, the Contractor shall clean the area. The Contractor shall remove glue etc. by washing, scraping or other proper methods, using care not to scratch or damage adjacent finished surfaces.

(r) The Contractor shall remove temporary protective wrappings after completion of flooring operations.



**Attachment A  
Government Furnished Property**

 <b>U.S. Department of State PURCHASE ORDER, RECEIVING REPORT AND VOUCHER</b>		<b>PURCHASE ORDER NO.</b>  DS-2092		<b>DATE</b> ( <i>mm-dd-yyyy</i> )  D.O. VOU. NO.  BU. VOU. NO.  PAID BY							
PURCHASER: THE UNITED STATES GOVERNMENT, DR. - THIS DOCUMENT PREPARED AT		CONTRACT NO.  DATE		ACCOUNT							
VENDOR:											
ORDER IS HEREBY PLACED WITH THE ABOVE-NAMED VENDOR FOR THE ARTICLES DESCRIBED BELOW, TO BE FURNISHED TO -											
ITEM NO.	ARTICLES OR SERVICES	QUANTITY	UNIT PRICE		AMOUNT						
			COST	PER							
<div style="font-size: 48px; transform: rotate(-15deg); opacity: 0.5;"> <b>Sample of Delivery Order!</b> </div>											
SIGNATURE OF ORDERING OFFICER		TITLE		TOTAL AMOUNT							
I CERTIFY THAT THE ORDERED ITEMS LISTED WERE RECEIVED  ON _____ (DATE) EXCEPT AS FOLLOWS   _____ Signature of Receiving Officer  TITLE		<b>AVAILABILITY OF FUNDS</b>  <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">           PAYMENT            COMPLETE <input type="checkbox"/>            PARTIAL <input type="checkbox"/>            FINAL <input type="checkbox"/> </td> <td style="width: 40%;">           AMOUNT BILLED, AS PER ATTACHED BILL (S)...            DIFFERENCES         </td> <td style="width: 30%;"></td> </tr> <tr> <td colspan="2" style="text-align: center;">AMOUNT VERIFIED CORRECT FOR...</td> <td></td> </tr> </table>				PAYMENT COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>	AMOUNT BILLED, AS PER ATTACHED BILL (S)... DIFFERENCES		AMOUNT VERIFIED CORRECT FOR...		
PAYMENT COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/>	AMOUNT BILLED, AS PER ATTACHED BILL (S)... DIFFERENCES										
AMOUNT VERIFIED CORRECT FOR...											
APPROVED FOR		PURSUANT TO AUTHORITY VESTED IN ME, I CERTIFY THAT THIS VOUCHER IS CORRECT AND PROPER FOR PAYMENT  <div style="display: flex; justify-content: space-between;"> <span>Date (<i>mm-dd-yyyy</i>)</span> <span>Authorized Certifying Officer</span> <span>Title</span> </div>									
EXCHANGE RATE		TO \$1.00									
ACCOUNTING CLASSIFICATION											
CHECK NO. _____ DATED ( <i>mm-dd-yyyy</i> ) _____ FOR \$ _____ ON TREASURER OF U.S.   PAYEE (SIGNATURE AND TITLE)											

**DS-2076** [Formerly OF 206]  
**03-2001**

**Government Furnished Property  
Continuation**

- Electric Power
- water

Product Data carpet installed in AmConGen Office Building: InterfaceFLOR, Heuga 580

(insert .pdf specs of carpet)

## SECTION 2 - CONTRACT CLAUSES

### 52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (FEB 2007), is incorporated by reference. (See SF-1449, block 27b).

### ADDENDUM TO 52.212-4

None

### 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (NOV 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
  - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	<u>Clause Number and Title</u>
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006).
	(2) – (14) [Reserved].
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
X	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X	(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
	(27) – (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
X	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
	(ii) Alternate I (APR 2003) of 52.247-64.

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (SEPT 2006) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) [Reserved].
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

**ADDENDUM TO CONTRACT CLAUSES  
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g. Google, Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003) ( <i>if applicable</i> )

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than €1000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of than €3,000.00;
  - (2) Any order for a combination of items in excess of than €18,000.00; or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as

the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (1 base year and 2 option years).

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,



(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and 1 copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).  
The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.
- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.237-71 - IDENTIFICATION/BUILDING PASS (APR 2004)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed each work day except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to the COR who will consider any deviation from the hours identified above.

- (a) The Department of State observes the following days as holidays:

Jan 01	New Years day
Jan 06	Epiphany day
3 <sup>rd</sup> Monday in Jan	Birthday of Martin Luther King, Jr.
3 <sup>rd</sup> Monday in Feb	President's Day
	Good Friday
	Easter Sunday
	Easter Monday
May 01	Labor Day
	Ascension Day
	Whit Sunday
	Whit Monday
Last Monday in May	Memorial Day
	Corpus Christi Day
July 04	Independence Day
	Assumption Day

1 <sup>st</sup> Monday in Sept.	Labor Day
Oct 03	Day of German Unity
2 <sup>nd</sup> Monday in Oct	Columbus Day
	All Saints Day
Nov. 11	Veterans' Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
Dec 25	Christmas Day
Dec 26	Second Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any American Holiday falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

#### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Dieter Hackl, General Services Specialist, Tel.: 089 2888 665. The ACOR (Alternate COR) is Raimund Eibl, Maintenance Supervisor, Tel.: 089 2888 677.

#### 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
  - (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
  - (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
  - (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
  - (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:
- (1) Complying or agreeing to comply with requirements:
    - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
    - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
  - (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
  - (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting

country;

- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
  - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

### **SECTION 3 - SOLICITATION PROVISIONS**

FAR 52.212-1, Instructions to Offerors -- Commercial Items (SEPT 2006), is incorporated by reference. (See SF-1449, block 27a).

#### **ADDENDUM TO 52.212-1**

A. Summary of instructions Each offer must consist of the following:

1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.
2. Information demonstrating the offeror's/quoter's ability to perform, including:
  - (a) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
  - (b) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
  - (c) List of clients, demonstrating prior experience with relevant past performance information and references;
  - (d) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
  - (e) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

If required by the solicitation, the offeror shall provide either:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the offeror, if awarded the contract, will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g. Google, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (JUN 1999)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the

adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

## **SECTION 4 - EVALUATION FACTORS**

- Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options, if any.
- The Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.
- The Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - otherwise qualified and eligible to receive an award under applicable laws and regulations.



**ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

\_\_\_ Sole Proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate Entity (not tax-exempt);

\_\_\_ Corporate Entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_.

(5) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly –  
(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or  
(2) ☐ Outside the United States.

(k)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

\_\_\_\_\_.

**ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

- (a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.